

04160

RESTRICTIONS AND LIMITATIONS

KERR VISTA RANCH
SECTION IV

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THE STATE OF TEXAS

COUNTY OF KERR

X

KNOW ALL MEN BY THESE PRESENTS

X

That, Kerr Vista Partnership, IOM Investments INC, General Partner, John Turner, Pres. for the purpose of instituting and carrying out a uniform plan for the development and sale of all of the tracts in Kerr Vista Ranch Partnership, a subdivision, it owns in Kerr County, Texas according to the plat recorded in Volume 5, Page 237242 does hereby adopt and impose on behalf of itself, its legal representatives and assigns, the following recited restrictive covenants and use limitations covering all such tracts. All these restrictive covenants and use limitations shall become a part of all contracts for sale, contracts for deed, deeds, and other legal instruments whereby the title or possession of any part or portion of such property is hereafter conveyed or transferred.

1. That tracts having 1/10 frontage shall be permitted a limited commercial use to office buildings, convenience stores or retail shopping stores. Junk yards, greenhouses, nurseries, welding shops and wrecking yards are expressly prohibited. Commercial signs connected with these businesses may not exceed 40 (forty) feet in height.
2. That tracts not fronting 1/10 shall not be permitted any commercial or business use. No sign shall be placed on any part or portion of such property indicating a commercial use thereof.
3. Each residence building shall contain no less than 800 square feet of floor space, exclusive of open porches, breezeways, carports, and garages. No mobile homes will be allowed on said tracts. Campers may be in place for weekend use but shall not be in place for more than seven days. A modular home may be permitted on any tract of five acres or more. The modular home shall be underplanned, affixed permanently and shall contain not less than 800 square feet of floor space.
4. That those tracts containing 10 acres or more may be further subdivided into parcels of not less than 2 acres each. It is expressly provided that if any tract is conveyed to the Veterans Land Board in accordance with the Texas Veterans Land Program as set out in TEX. NAT. RES. CODE ANN. Section 161 and seq., then the restriction against further subdivision contained in this paragraph shall not prohibit the Veterans Land Board from granting to the veteran purchaser or his assigns, title to a portion of such tract while such tract is under Contract of Sale and Purchase between the Veterans Land Board and such veteran purchaser. At such time as title to such tract is no longer claimed or owned by the Veterans Land Board, such tract shall again be subject to the prohibition and restrictions on further subdivision as recited in this paragraph.

5. That all buildings, dwellings, garages, barns and other buildings constructed on any part of the tracts must be set back at least 50 feet from any public or private roadways or boundary line.
6. No swine shall be allowed on any tract. No livestock shall be permitted until tract is fenced; and then no more than 1 animal per 2 1/2 acres, shall be permitted. Livestock consists of horses, cattle, sheep and goats. Family pets such as cats or dogs are not livestock.
7. That no tract or any part of a tract shall be used or maintained as a dumping ground for rubbish, trash, or wastes.
8. That no junk yards, repair yards, or wrecking yards shall be located on any tract. Two or more vehicles in disrepair placed on a tract for more than two weeks shall constitute a junk yard.
9. That no outside toilets shall be permitted. It is the responsibility of the purchaser, not the owner/subdivider hereof, to install any septic tank and soil-absorption sewerage disposal system. Installation of septic tank soil-absorption sewerage disposal system shall be in accordance with the minimum recommendations by the Division of Sanitary Engineering, Texas State Department of Health, and subject to the inspection by the Kerr County Health Department.
10. No noxious or offensive activity shall be carried on or conducted upon any tract, nor shall anything be done on any lot which shall or may be or become any annoyance or nuisance to neighbors.
11. Owner has no obligation to maintain roads shown on the plat of said subdivision. All driveways off public roads to a tract shall be constructed and installed so as not to obstruct drainage or flow of water. If necessary, the owner of the tract being served by the driveway will install appropriate culverts or drainage pipe under the driveway.

The above restrictions constitute covenants running with the land and inure to the benefit of the undersigned and its assigns as well as each and every purchaser of any tract in the subdivision, their heirs and assigns. Any one of said beneficiaries shall have the right to enforce these restrictions in equity or in law. If one or more of such restrictions shall be held invalid, none of the others shall be affected or impaired by such holding, but shall remain in full force and effect.

These restrictions shall be effective for a period of twenty-five years from this date. However, after one-half of all the tracts in this subdivision have been sold by the Owner/subdivider any one or all of such restrictions may be altered, amended or cancelled by a majority of the owners of these tracts; the owners of such tracts shall be entitled to one vote of each tract owned by them; but, for the purpose of altering or amending these restrictions, Owner/subdivider shall be deemed the owner of only one tract. Such amendment, alteration, or cancellation of any of the above restrictions must be in writing and must be filed with the Kerr County Clerk in order to be of any force or effect.


John Turner, President, Korr Vietn Partnership,
KCH Investments Inc.

THE STATE OF TEXAS

COUNTY OF

This instrument was acknowledged before me on the 12 day of May
1986 by John Turner


Notary Public, State of Texas
CECILE RUSSELL
My Commission Expires 12-17-87

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FILED FOR RECORD
2:08 P.M.
MAY 22 1986
PATRICIA DYE
Clerk County Court, Tarrant County, Texas
By *Patricia C. Henderson*, Deputy

RETURN TO:
John Turner
703 West 9th
Austin, TX. 78701

Filed for record May 22, 1986 at 2:08 o'clock P.M.
Recorded May 30, 1986
PATRICIA DYE, Clerk By *Patricia C. Henderson* Deputy